

**Self-Determination Construction Contract**  
**by and between**  
**The Hopi Tribe**  
**and the**  
**United States Department of Health and Human Services,**  
**Indian Health Service**

Contract Number: \_\_\_\_\_

**(a) Authority and Purpose. -**

**(1) Authority.** - This agreement, denoted a Self-Determination Contract (hereafter "Contract"), is entered into by the Secretary of the Department of Health and Human Services, Indian Health Service (hereafter "Secretary"), for and on behalf of the United States, and the Hopi Tribe, a federally recognized Indian Tribe (hereafter "Tribe"), through its authorized representatives, pursuant to Title I of the Indian Self-Determination and Education Assistance Act (hereafter "ISDEAA") (25 U.S.C. 5301 et seq.) as implemented by 25 C.F.R. Part 900, Subpart J. The applicable construction provisions of Title I of the ISDEAA (25 U.S.C. 5301 et seq.) and its implementing regulations at 25 C.F.R. Part 900, Subpart J, are incorporated by reference in this Contract. In accordance with 25 C.F.R. 900.115(c) provisions of this construction contract shall be liberally construed in favor of the contracting Tribe.

**(2) Purpose.** - In accordance with 25 C.F.R. 900.115(a) the self-determination construction contract is a government-to-government agreement that transfers control of the construction project, including administrative functions, to the Tribe to facilitate effective and meaningful participation by the Tribe in planning, conducting, and administering the construction project, and so that the construction project is responsive to the true needs of the Indian community.

This construction contract is for the remaining planning, design and construction of the Hopi Arsenic Mitigation Project including: utility management and maintenance building, pump houses, well pumps and controls, water storage tanks, booster stations, disinfection facilities and water transmission pipelines as defined in the Tribe's attached proposal.

**(b) Terms, Provisions, and Conditions. -**

**(1) Funding. -**

The total tribal and IHS cost of the project is \$21,600,000. Of the total project funding, the Indian Health Service award amount under this contract is \$11,000,000. IHS will make available an additional \$2,000,000 prior to the end of calendar year 2019. The Environmental Protection Agency (EPA) will fund \$3,764,000 and will make available an additional \$1,800,000 prior to the end of calendar year 2019. The Hopi Tribe will fund completion of the power line extension to the wells, estimated at \$1,100,000. Of this amount, \$14,664,000 is currently available from IHS and will be obligated under this contract. IHS will retain \$100,000 of Project Technical Support funds for completion of the environmental assessment amendment. Any PTS funds remaining upon completion of the environmental assessment amendment will be made available to the Tribe. The Tribe is responsible for successful completion of the work, utilizing the funds provided, as described in this contract including the contract documents, exhibits, and attachments.

Fund summary:	\$11,000,000	IHS funds currently available
	\$ 2,000,000	Additional FY 2019 IHS funding
	\$ 3,764,000	EPA funds currently available
	\$ 1,800,000	Additional EPA FY 2019 funding
	<u>\$ 1,100,000</u>	Hopi Tribe – Power line extension to wells
	\$19,664,000	
	<u>\$ 2,000,000</u>	Funds to be provided by IHS and/or EPA by end of FY 2021
	\$21,664,000	Total Project Funding

Tribe's Tax I.D. Number: 86-0134082

Tribe's DUNS Number: 116136961

**(2) Payment.** – Payments will be made according to the advance payment schedule negotiated between the parties in attachment H. In accordance with 25 C.F.R. 900.132(d), upon award of the contract, the Secretary shall transfer the amount of the first allocation to the Indian Tribe within 21 days after the date of contract award. Subsequent payments will be made as described in the advance payment schedule unless the Tribe is delinquent in submission of allocation period progress reports and financial reports or the Secretary takes action to suspend or terminate the contract in accordance with 25 C.F.R. 900.131(b)(11), 900.131(b)(12) or 900.131(b)(13).

Modifications awarded under this contract will be paid in accordance with the terms of this contract unless otherwise stated.

**(3) Type of Agreement.** - This is a fixed-price ISDEAA Construction Contract.

**(4) Conflicting Terms-Order of Precedence.** - Any inconsistency in this contract or between this contract and the regulation shall be resolved by giving precedence in the following order: (a) The appropriation; (b) Public Law 93-638, as amended (ISDEAA); (c) the regulation; (d) this contract including subsequent modifications; (e) the contract proposal; and (f) contract documents, exhibits, and attachments (other than the contract proposal).

**(5) Property.** - No property will be transferred to the Tribe for the administration of this project.

The United States will at no time during the construction, or after completion of the project, have any interest in, or title to any real or personal property acquired or by the Tribe as a part of this contract. The facilities constructed under this contract will be owned by the Tribe and operated by the Tribe or an authorized Tribal entity.

**(6) Disputes.** - Disputes shall be governed by 25 C.F.R Part 900 subpart J, L or N, as applicable

**(7) IHS Designated Officials.** - The Indian Health Service's official to serve as a representative on matters of notices, proposed amendments to the contract, submission of reports, and other purposes of a contractual nature is:

Monica R. Weaver, Contract Specialist  
 Indian Health Service, Division of Engineering Services  
 701 5<sup>th</sup> Avenue, Suite 1600, MS-24  
 Seattle, WA 98104  
 (206) 615-3794  
 E-mail: [ [HYPERLINK "mailto:Monica.Weaver@ihs.gov"](mailto:Monica.Weaver@ihs.gov) ]

For technical matters including submittal review and approval and on-site monitoring visits, the Government's Designated Official is:

Joshua Van Vleet, PE  
Indian Health Service  
Eastern Arizona District Office OEH&E  
5448 S. White Mountain Blvd., Ste. 220  
Lakeside, AZ 85929  
(928) 537-0578  
E-mail: [ HYPERLINK "mailto:Joshua.Vanvleet@ihs.gov" ]

**(8) FAR Clauses.** - The Indian Health Service and Tribe mutually agree the applicable (A/E and construction) FAR clauses listed in Attachment B will be included in all subcontracts.

**(9) Attachments to Contract and Proposal. -**

- (A) Authorizing Resolution – The Hopi Tribe Resolution No. \_\_\_\_\_.
- (B) List of FAR Clauses
- (C) Environmental Assessment Amendment (incorporated upon approval by this reference)
- (D) Letter(s) of Fund Commitment - EPA
- (E) Final Construction Documents (incorporated upon approval by IHS)
- (F) MOA/PS
- (G) Contract Budget
- (H) Advance Payment Schedule
- (I) Contract/Project Schedule

**(11) Contract Signatures. -**

**HOPI TRIBE**

**BY:** \_\_\_\_\_  
Timothy L. Nuvangyaoma  
Chairman

**UNITED STATES OF AMERICA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INDIAN HEALTH SERVICE**

**PROPOSAL APPROVAL**

**BY:** \_\_\_\_\_  
RADM Charles Ty Reidhead  
Director, Phoenix Area

**CONTRACT AWARD**

**BY:** \_\_\_\_\_  
Melissa D. Warmath  
Contracting Officer  
Division of Engineering Services

Date of Contract Award: \_\_\_\_\_

**HOPI TRIBE-CONSTRUCTION CONTRACT PROPOSAL**  
**25 C.F.R. 900.125**

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**Part A- PROGRAM STANDARDS**

**Full name, address, and telephone number of Tribe:** 25 C.F.R. 900.125(a)

Hopi Tribe  
P.O. Box 123  
Kykotsmovi, AZ 86039  
(928) 734-2441

The Tribe's designated official for contractual matters:

Name  
Same Address as above  
Telephone:  
E-mail:

The Tribe's designated official for technical matters:

Name  
Same address as above.  
Telephone:  
E-mail:

**(1) Licensed and qualified Architects** 25 C.F.R. 900.125 (a)(1)

The Tribe will subcontract with or provide the services of licensed and qualified architects, engineers, and other consultants as needed to manage, inspect, and accomplish the construction contract work.

Any modifications to the attached final construction drawings and specifications shall be stamped by a licensed engineer or licensed architect.

**(2) Applicable Health and Safety Standards** 25 C.F.R. 900.125(a)(2)

The Occupational Safety and Health Act will apply to this contract. The Tribe is solely responsible for monitoring the work to ensure compliance.

**(3) Adherence to applicable Federal, State, local, or tribal building codes and engineering standards**  
25 C.F.R. 900.125(a)(3)

The Tribe agrees that all construction activities performed under this Contract will be completed in conformity with the applicable subsections, parts, provisions, or subdivisions of the codes and standards in effect at the time the contract is signed as listed herein, including but not limited to the US EPA Safe Drinking Water Act, the Hopi Water Code and Hopi Water Resources Department Regulations, US EPA Guidance for Confined Aquifer Well Design, National Plastic Pipe Institute, National Water Well Association, American Water Works Association, American Society for Testing Materials, American Public Works Association, Arizona Department of Transportation and BIA Road Design Standards and Specifications. The Tribe also recognizes IHS, Ten States Standards, Arizona Department of Water Resources, Arizona Department of Environmental Quality, Maricopa

Association of Governments, Navajo Tribal Utility Authority standards and their value of regional compatibility for specific applications without formal adoption.

**(4) Structural Integrity** 25 C.F.R. 900.125(a)(4)

The Tribe agrees to have structural calculations and any required design effort to be performed by or under the direction of a licensed structural engineer. The licensed structural engineer shall stamp all drawings and specifications requiring structural design.

**(5) Accountability of Funds** 25 C.F.R. 900.125(a)(5)

In accordance with 25 C.F.R. 900.130(c)(2), The Tribe shall administer and dispense funds provided through the contract in accordance with Subpart F, 25 C.F.R. 900.42 through 900.45 and implement a property management system in accordance with subpart F, 25 C.F.R. 900.51 through 900.60.

The Tribe agrees to submit financial reports as described in the attached contract proposal.

**(6) Competition** 25 C.F.R. 900.125(a)(6) and 25 C.F.R. 900.48

The Tribe will provide adequate competition for subcontracting under Tribal or other applicable law. All "major procurement transactions" shall be conducted providing for full and open competition to the extent necessary to ensure efficient expenditure of contract funds. Tribal policy shall govern what is considered a "major procurement transaction".

Indian preference and tribal preference shall be applied as provided in 25 U.S.C. §5307 (b)(c).

**(7) Adherence to Project Plans and Specifications.** 25 C.F.R. 900.125(a)(8)

The Tribe will adhere to the project final construction documents.

**(8) The Use of Proper Materials and Workmanship** 25 C.F.R. 900.125(a)(9)

The Tribe will use new materials and perform work in accordance with applicable codes as specified in the final construction documents.

**(9) Inspections and Testing** 25 C.F.R. 900.125(a)(10)

The Tribe will ensure all required testing is performed as required by the Final Construction Documents, as approved by IHS. The Tribe will assure that a qualified construction inspector performs the day-to-day inspection of work in progress for compliance with the final construction documents.

**(10) Process for Changes, Modifications, Stop Work, and Termination of Work** 25 C.F.R. 900.125(a)(11)

**Changes and Modifications:**

Changes that require an increase to the negotiated contract budget or an increase in the negotiated performance period or are a significant departure from the final construction documents will be submitted to the IHS designated official for contractual matters for approval prior to the work being performed.

A change request will list the following: Justification for the change; description of the change; citation of contract section, specification and drawing section affected by the change; estimated cost of the change; additional time required as a result of the change, and signature of the person authorized to enter into change agreements for the Tribe.

In the event of stop work or termination of work, notices or other documents shall be submitted to the Tribe's designated official for contractual matters.

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**PART B - Construction Contract Proposal****Activities to be performed:**

The IHS has identified construction funds for the Hopi Arsenic Mitigation Project (HAMP). The Hopi Tribe proposes to complete the remaining planning, design and construction of the (HAMP) including: utility management and maintenance building, pump houses, well pumps and controls, water storage tanks, booster stations, disinfection facilities and water transmission pipelines at \_\_\_ by what means? Subcontracting, force account or combination? [what and where?]

**Design Services**

1. 30% Design
2. 90% Design
3. Final Construction Documents

Construction documents produced as a part of the contract will be produced in accordance with the MOA/PS.

Itemized, detailed construction cost estimates must be submitted with each phase of design.

As a part of the design activities, the Tribe will secure all permits, rights-of-way, and obtain all environmental and historic preservation clearances necessary for the IHS to make a NEPA determination prior to submission of the final construction documents for approval.

The Tribe will evaluate all utility, land and lease issues affecting the proposed project and ensure all requirements are properly met in accordance with tribal, local or other federal regulations prior to commencing design and construction; and conduct pre-design site investigations.

*Use this if force account is not contemplated or a combination of subcontracting and force account is used.*

Upon approval of the construction documents, the Tribe will provide bidding services and award a contract for construction.

**Construction Services**

The sanitation facilities will be constructed in accordance with the approved construction documents and MOA/PS. Construction services including the provision of all management supervision, inspection and quality control, labor, materials, equipment, and services necessary to complete the work in accordance with the construction documents prepared as part of the design phase.

**1. Design Statement** 25 C.F.R. 900.125(b)(1)

If design clarifications or modifications to the final construction contract are required, the Tribe agrees that revisions to the construction documents produced as a part of the contract will be produced in accordance with the MOA/PS.

**2. Construction Statement** 25 C.F.R. 900.125(b)(2)

The sanitation facilities will be built in accordance with the approved construction documents produced as a part of design activities. The project documents, including the plans and specifications, are hereby incorporated into this contract through this reference.



**3. Proposed Methods to Accommodate the Responsibilities of the Secretary provided in 25 C.F.R. 900.131** 25 C.F.R. 900.125(b)(3)

In accordance with 25 C.F.R. 900.115(a), the Secretary's role in the conduct of a contracted construction project is limited to the Secretary's responsibilities set out in 25 C.F.R. 900.131.

- a.) In carrying out the responsibilities of this section, and specifically in carrying out review, comment and approval functions under this section, the Secretary shall provide for full tribal participation in the decision-making process and shall honor tribal preferences and recommendations to the greatest extent feasible. This includes promptly notifying the Tribe of any concerns or issues in writing that may lead to disapproval, meeting with the Tribe to discuss these concerns and issues and to share relevant information and documents, and making a good faith effort to resolve all issues and concerns of the Tribe. The time allowed for government review, comment, and approval shall be no more than 21-days per review unless a different time period is negotiated. The 21-day time period may be extended if the Tribe agrees to the extension in writing. Disagreements over the government's decisions in carrying out these responsibilities shall be handled under Subpart N of the regulations governing contract disputes under the Contract Disputes Act. (25 C.F.R. 900.131(b)(1))
- b.) National Environmental Policy Act (NEPA). Prior to construction, all NEPA approvals must be completed and approved by the IHS certifying official. During construction, if extraordinary or exceptional circumstances involving the NEPA and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Tribe agrees to stop construction in the area of discovery and to notify the appropriate authority and the IHS Designated Official for Contractual matters. (25 C.F.R. 900.131(b)(2))
- c.) Where construction phase activities require design changes to final construction documents, IHS shall have the authority to review and approve final construction documents for general compliance with the contract requirements. The Tribe agrees to consult with the IHS designated official on all design changes prior to submission of the change to the IHS designated official for contractual matters.
- d.) If the contracted project involves design activities, the Secretary reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal government purposes: The copyright in any work developed under a contract or subcontract; and any rights of copyright to which an Indian tribe or tribal organization or a tribal subcontractor purchases ownership through this contract. (25 C.F.R. 900 (b)(5))
- e.) The Tribe agrees to secure performance and payment bonds for all subcontracts consistent with the requirements of FAR 28.102.
- f.) The IHS DOTM will review and provide comments on design submittals within 28 days of receipt. Upon receipt of competitive bids and at the request of the Tribe, the IHS DOTM will review and provide recommendations to the Tribe. (25 C.F.R. 900.131(b)(8))
- g.) The IHS may conduct monthly on-site monitoring visits. *Or alternatively may negotiate milestone visits.* (25 C.F.R. 900.131(b)(9))

- h.) The Secretary retains the right to conduct final project inspections jointly with the Tribe. If the Secretary identifies problems during final inspections, the information shall be provided to the Tribe and shall be limited to items that are materially noncompliant. (25 C.F.R. 900.131(b)(10))
- h.) Suspension of Work. The Secretary can require the Tribe to suspend work under a contract in accordance with this paragraph. The Secretary may suspend work under a contract for no more than 30 days unless the Tribe has failed to correct the reason(s) for the suspension or unless the cause of the suspension cannot be resolved through either the efforts of the Secretary or the Tribe. (25 C.F.R. 900.131(11))
  - i. The following are reasons the Secretary may suspend work under a self-determination contract for construction:
    - (A) Differing site conditions encountered upon commencement of construction activities that impact health or safety concerns or shall require an increase in the negotiated project budget;
    - (B) The IHS discovers materially non-compliant work;
    - (C) Funds allocated for the project that is the subject of this contract are rescinded by Congressional action;
    - (D) Other Congressional actions occur that materially affect the subject matter of the contract.
  - ii. If the Secretary wishes to suspend the work, the Secretary shall first provide written notice and an opportunity for the Tribe to correct the problem. The Secretary may direct the Tribe to suspend temporarily work under a contract only after providing a minimum of 5 working days advance written notice to the Tribe describing the nature of the performance deficiencies or imminent safety, health or environmental issues which are the cause for suspending the work.
  - iii. The Tribe shall be compensated for reasonable costs, including but not limited to overhead costs, incurred due to any suspension of work that occurred through no fault of the Tribe.
  - iv. Disputes arising as a result of a suspension of the work by the Secretary shall be subject to the Contract Disputes Act or any other alternative dispute resolution mechanism as negotiated between and agreed to by the parties and contained in the contract.
- i.) The Secretary can terminate for cause in the event non-compliant work is not corrected through the suspension process specified in 25 C.F.R. 900.131(b)(11).
- j.) Termination for Convenience. The Secretary retains authority to terminate the project for convenience for the following reasons: (25 C.F.R. 900.131(b)(13))
  - i. Termination for convenience is requested by the Tribe;
  - ii. Termination for convenience is requested by the Secretary and agreed to by the Tribe.

- iii. Funds allocated for the project that is the subject of the contract are rescinded by Congressional action.
- iv. Other Congressional actions take place that affect the subject matter of the contract.
- v. If the Secretary terminates a self-determination contract for convenience, the Secretary shall provide the Tribe 21 days advance written notice of intent to terminate a contract for convenience; or
- vi. The Tribe shall be compensated for reasonable costs incurred due to termination of the contract.

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**4. Proposed Methods to Accommodate the Responsibilities of Tribe provided in 900.130 unless otherwise addressed in Part A of the Tribes proposal and minimum staff qualifications proposed by the Tribe.** 25 C.F.R. 900.125(b)(4)

The Tribe proposes the following methods to accommodate the responsibilities of the Tribe as described in 25 C.F.R. 900.130:

- a.) The Tribe will subcontract with or provide its own forces to conduct construction activities in accordance with the approved project construction documents. The Tribe plans to provide construction management and administration services, on-site surveying, materials testing and inspection, on-site observation by a qualified construction inspector, weekly construction progress reports and activity schedules, record drawings, and periodic A/E observation services in support of the HAMP. The Tribe intends to provide these services through subcontracts with Tribal employees and subcontracts with qualified firms. (25 C.F.R. 900.130 (a) and (c)(3))
- b.) The Tribe shall direct the activities of project architects, engineer, construction contractors, and other project consultants, facilitate the flow of information between the Tribe and its subcontractors, resolve disputes between itself and its subcontractors to monitor the work produced by its subcontractors to assure compliance with the MOA/PS and/or plans and specifications. (25 C.F.R. 900.130 (b)(3) and (c)(4))
- c.) The Tribe shall manage or provide for the management of day-to-day activities of the contract including the issuance of construction change orders to subcontractors except that, unless the Secretary agrees: (25 C.F.R. 900.130 (c)(5))
  - i. The Tribe may not issue or execute a change order that will cause the Tribe to exceed its self-determination contract budget;
  - ii. The Tribe may not issue or execute a change order that will cause the Tribe to exceed the performance period in its self-determination contract budget; or
  - iii. The Tribe may not issue or execute a change order that is a significant departure from the scope or objective of the project.
- d.) The Tribe shall direct the work of its subcontractors so that work produced is provided in accordance with the contract budget and performance period as negotiated between and agreed to by the parties. (25 C.F.R. 900.130 (b)(4) and (c)(6))
- e.) The Tribe shall provide the Secretary with an opportunity to review and provide written comments on the project design, plans and specifications at the 30% design, 90% design, and the final construction document phase and approve the project plans and specifications for general compliance with contract requirements only at the 30% design and the final construction documents phase. (25 C.F.R. 900.130(b)(5))
- f.) The Tribe shall provide the Secretary with the plans and specifications after their final review so, if needed, the Secretary may obtain an independent government cost estimate in accordance with 900.131(b)(4) for the construction of the project. (25 C.F.R. 900.130(b)(6))

- g.) Reports. The Tribe agrees to submit quarterly financial reports on an SF-425 (45) calendar days following the end of each quarter based on the Tribes financial fiscal year. (25 C.F.R. 900.130 (b)(8) and (c)(7))

Financial reports will report funds expended during the period and total funds expended for the project. The tribe will provide an initial schedule of values and updates as they may occur.

Weekly construction progress reports will include a narrative of the work accomplished, the percent of work completed, major subcontracts, modifications implemented during the report period, and A/E service deliverables. An initial construction schedule will be provided for each phase contracted and updated as schedule changes occur.

- h.) Job or Project Records. The Tribe will maintain a job or project records, and make available to the Secretary during monitoring visits: contracts, major subcontracts, modifications, construction documents, change orders, shop drawings, equipment cut sheets, inspection reports, testing reports, and current redline drawings. (25 C.F.R. 900.130 (c)(8))
- i.) Contract Closeout. Upon completion of the project, the Tribe will provide to the Secretary a reproducible copy of the record plans and a contract closeout report. The closeout report will include a final narrative report and final expenditure report. The reproducible copy of the record drawings will include an electronic copy of all as-built drawing files. The Tribe will retain project records and design documents for a minimum of 3 years following completion of the contract. (25 C.F.R. 900.130 (b)(7) and (d))
- j.) Warranty. The Tribe shall provide a one-year warranty secured from its construction subcontractors commencing with the date of final acceptance or the date the Tribe takes possession, whichever is earlier. The Tribe is responsible for resolution of all construction warranty and latent defects
- k.) Final Acceptance. At no time will IHS own the sanitation facilities constructed by the Tribe. Participation in the project by IHS will be complete when the Tribe either completes or takes final acceptance of the sanitation facilities, and the IHS transfers all completed/accepted sanitation facilities to the Tribe per the MOA (Attachment F).

5. **Budget** 25 C.F.R. 900.125(b)(5)  
Attachment G.

6. **Period of Performance** 25 C.F.R. 900.125(b)(6)  
Attachment I, stipulates major contract activities and milestones that are expressed in calendar days.

7. **Payment Schedule** 25 C.F.R. 900.125(b)(7)  
Attachment H

8. **Construction Management Services (CMS) Contract Statement** 25 C.F.R. 900.125(b)(8)  
The Hopi Tribe has no CMS contract related to this project.

9. **Tribal Resolution** 25 C.F.R. 900.125(b)(9)  
Attachment A.

**10. Additional Responsibilities of the Secretary** 25 C.F.R. 900.125(b)(10)

The Tribe is responsible for obtaining any and all permits.

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**PART C – ASSURANCES**

As provided in the Indian Self-Determination and Education Assistance Act and regulations promulgated under Title I there under, 25 C.F.R. 900.125(c), the Tribe provides the following assurances:

- (1) If the Tribe elects not to take title (pursuant to subpart I) to Federal property used in carrying out the contract, "The Tribe will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. The Indian tribe or tribal organization will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project"; and
- (2) "The Tribe will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)" which prohibits the use of lead based paint in construction or rehabilitation of residential structures;
- (3) "The Tribe will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646)," which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal participation in purchases; and
- (4) "Except for work performed by tribal or tribal organization employees, the Tribe will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276c and 18 U.S.C. 874)," for Federally assisted construction sub agreements;
- (5) "The Tribe will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234)," which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (6) "The Tribe will comply with all applicable Federal environmental laws, regulations, and Executive Orders;"
- (7) "The Tribe will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the components or potential components of the national wild and scenic rivers system;"
- (8) "The Tribe will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)."

**Part D - IDENTIFICATION OF FEDERAL LAWS, EXECUTIVE ORDERS, OR REGULATIONS APPLICABLE TO THE CONTRACT.** 25 C.F.R. 900.125(d)

No additional requirements.

(A) Hopi Tribe, Resolution No. \_\_\_\_\_, Dated \_\_\_\_\_

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Contract No. \_\_\_\_\_



The Tribe agrees to include the following Federal Acquisition Regulations (FAR) clauses, or their equivalent, as applicable in all subcontracts awarded under this contract. These clauses are intended to provide the tribe the subcontract clauses specific to construction contracting that are necessary to ensure that the contract may be carried out in a satisfactory manner or in the case of Davis Bacon Act as required by law.

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.211-10 Commencement, Prosecution, and Completion of Work
- 52.211-12 Liquidated Damages – Construction (If determined appropriate by the tribe)
- 52.211-13 Time Extensions
- 52.211-18 Variation in Estimated Quantity
- 52.222-6 Construction Wage Rate Requirements (Applies only to other than the tribe or a tribal organization.)
- 52.222-7 Withholding of Funds (Applies only to other than the tribe or a tribal organization.)
- 52.222-8 Payrolls and Basic Records (Applies only to other than the tribe or a tribal organization.)
- 52.222-9 Apprentices and Trainees (Applies only to other than the tribe or a tribal organization.)
- 52.222-10 Compliance with Copeland Act Requirements (Applies only to other than the tribe or a tribal organization.)
- 52.222-11 Subcontracts (Labor Standards) (Applies only to other than the tribe or a tribal organization.)
- 52.222-12 Contract Termination-Debarment (Applies only to other than the tribe or a tribal organization.)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (Applies only to other than the tribe or a tribal organization.)
- 52.222-14 Disputes Concerning Labor Standards (Applies only to other than the tribe or a tribal organization.)
- 52.222-15 Certification of Eligibility (Applies only to other than the tribe or a tribal organization.)
- 52.228-1 Bid Guarantee
- 52.228-5 Insurance-Work on a Government Installation
- 52.228-12 Prospective Subcontractor Requests for Bond
- 52.228-13 Alternative Payment Protections (for subcontracts under \$100,000)
- 52.228-15 Performance and Payment Bonds—Construction (for subcontracts over \$100,000)
- 52.229-3 Federal, State, and Local Taxes
- 52.232-5 Payments under Fixed-Price Construction Contracts
- 52.233-1 Disputes
- 52.236-2 Differing Site Conditions
- 52.236-3 Site Investigation and Conditions Affecting the Work
- 52.236-5 Material and Workmanship
- 52.236-6 Superintendence by the Contractor
- 52.236-7 Permits and Responsibilities
- 52.236-8 Other contracts
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- 52.236-10 Operation and Storage Areas
- 52.236-11 Use and Possession Prior to Completion
- 52.236-12 Cleaning Up
- 52.236-13 Accident Prevention
- 52.236-14 Availability and Use of Utility Services
- 52.236-15 Schedules for Construction Contracts
- 52.236-16 Quantity Surveys.
- 52.236-17 Layout of Work.
- 52.236-21 Specifications and Drawings for Construction.
- 52.242-13 Bankruptcy
- 52.242-14 Suspension of Work
- 52.243-4 Changes
- 52.246-12 Inspection of Construction
- 52.246-21 Warranty of Construction
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)-Alternate I
- 52.249-10 Default (Fixed-Price Construction)

#### A/E Subcontract Design Clauses

- 52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)
- 52.232-10 Payments under Fixed-Price Architect-Engineer Contracts
- 52.236-22 Design within Funding Limitations
- 52.236-23 Responsibility of the Architect-Engineer Contractor
- 52.236-24 Work Oversight in Architect-Engineer Contracts
- 52.236-25 Requirement for Registration of Designers

Contract No. \_\_\_\_\_